

## **REMARKS**

### **Status of the Claims**

- Claims 1-4, 6-8, 10-15, 17-20, 22-27, 29-31, 33-38, 40-43 and 45-46 are pending in the Application.
- Claims 1-4, 6-8, 10-15, 17-20, 22-27, 29-31, 33-38, 40-43 and 45-46 are rejected by Examiner.
- Claims 1, 14, 24, 34 and 37 are amended by Applicants.

### **Claim Rejections Pursuant to 35 U.S.C. §103**

Claims 1-4, 6-8, 10-13, 24-27, 29-31 and 33-36 stand rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Patent No. 6,574,609 to Downs et al. in view of U.S. Patent No. 6,832,319 to Bell et al. Applicants respectfully traverse the rejection.

Downs et al. teaches an overall licensing flow at column 22 line 17 through column 23 line 50. The licensing flow starts at the Content Provider(s) 101. The Content Provider(s) 101 encrypts the Content 113 using an encryption symmetric key locally generated, and encrypts the Symmetric Key 623 using the Clearinghouse's 105 public key 621. The Content Provider(s) 101 creates a Content SC(s) 630 around the encrypted Content 113, and a Metadata SC(s) 620 around the encrypted Symmetric Key 623, Store Usage Conditions 519, and other Content 113 associated information. (Col. 22 lines 17-25 and Figure 6).

After the completion of the Content-purchase transaction between the End-User Device(s) 109 and the Electronic Digital Content Store(s) 103 (step 603), the Electronic Digital Content Store(s) 103 creates and transfers to the End-User Device(s) 109 a Transaction SC(s) 640 (step 604). The Transaction SC(s) 640 includes a unique Transaction ID 535, the purchaser's name (i.e. End-User(s)') (not shown), the Public Key 661 of the End-User Device(s) 109, and the Offer SC(s) 641 associated with the purchased Content 113. (Col. 22, lines 45-53).

Upon reception of the Transaction SC(s) 640 (and the Offer SC(s) 641 included in it), the End-User Player Application 195 running on End-User Device(s) 109 solicits license authorization from the Clearinghouse(s) 105 by means of an Order SC(s) 650 (step 605). (Col. 22, lines 60-64).

Upon reception of the Order SC(s) 650 from the End-User Device(s) 109, the Clearinghouse(s) 105 verifies:

1. that the Electronic Digital Content Store(s) 103 has authorization from the Secure Digital Content Electronic Distribution System 100 (exists in the Database 160 of the Clearinghouse(s) 105); (Col. 23 lines 5-10).

If the verifications are successful, the Clearinghouse(s) 105 decrypts the Symmetric Key 623 and the Transaction Data 642 and builds and transfers the License SC(s) 660 to the End-User Device(s) 109 (step 606). The License SC(s) 660 carries the Symmetric Key 623 and the Transaction Data 642, both encrypted using the Public Key 661 of the End-User Device(s) 109. (Col. 23, lines 22-28).

After receiving the License SC(s) 660, the End-User Device(s) 109 decrypts the Symmetric Key 623 and the Transaction Data 642 previously received from the Clearinghouse(s) 105 and requests the Content SC(s) 630 (step 607) from a Content Hosting Site(s) 111. Upon arrival of the Content SC(s) 630 (step 608), the End-User Device(s) 109 decrypts the Content 113 using the Symmetric Key 623 (step 609), and passes the Content 113 and the Transaction Data 642 to the other layers for license watermarking, copy/play coding, scrambling, and further Content 113 processing as described previously for FIG. 5. (Col 23, lines 36-46.)

Applicants assert that Downs et al. teaches a process that first obtains a license, transfers the license to the end-user device, decrypts a symmetric key, and then requests encrypted content from a content hosting site. This process is different from that recited in amended Claim 1.

Amended Claim 1 recites that the composed sub-license is transferred to the device after transferring the content to the device. Downs et al. teaches that licensing information is obtained before downloading content to an end user. Thus, Downs et al. teaches away from the recitation of amended Claim 1. In addition, as stated by the Examiner in paragraph 4 of the present Office Action, Downs et al. is silent on placing indexing information in the sub-license identifying a secret to the device that the device employs to decrypt the encrypted content.

Bell et al. teaches a system and method for enabling broadcast programs to be copied once only by consumer recorders. The method includes writing a unique media identification

on each blank disk to which content is to copied in a read-only area of the disk before it is initially recorded. Also, a one-way key management media key block is written to the disk. A content key is derived by combining a media key, derived from the media key block, with the media identification. Additionally, to facilitate copying the content one time only, an exchange key is established between the recorder and a sender such as a satellite receiver or a disk player that is associated with the recorder, and the exchange key is modified with special numbers representing control commands including copy once and copy no more. The exchange key is then encrypted using the content key and then hashed with a nonce to render a bus content key. The bus content key is then used to encrypt the data for copying the data to a disk. (Abstract).

Bell does not teach, among other things, that a composed sub-license is transferred to the device after transferring the content to the device. Therefore, Bell et al. does not cure the deficiency of Downs et al.

Applicants respectfully submit that the Examiner has failed to establish a *prima facie* case of obviousness per 35 U.S.C §103(a) (See MPEP 706.02(j)). Applicants note that neither Downs et al. nor Bell et al., either alone or in combination, teach or suggest the invention recited in Claim 1 because all elements are not present in the references. Additionally, as discussed above, Downs et al. teaches away from the present invention and therefore cannot be rationally combined with Bell et al. to arrive at the invention recited in amended Claim 1. Accordingly, the combination of Downs et al. and Bell et al. cannot render obvious amended independent Claim 1.

Similarly, in as much as independent Claims 24 and 33 are amended similarly to that of amended Claim 1, Applicants respectfully submit that all of amended Claims 1, 24 and 34 and their respective dependent claims patentably define over the cited art for at least the reasons provided above. Therefore, Applicants respectfully request withdrawal of the 35 U.S.C. §103(a) rejection of Claims 1-4, 6-8, 10-13, 24-27, 29-31 and 33-36.

Claims 14, 15, 17-20, 22, 23, 37, 38, 40-43, 45 and 46 stand rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Patent No. 6,681,017 to Matias et al. in view of U.S. Patent No. 6,832,319 to Bell et al. Applicants respectfully traverse the rejection.

Matias et al. teaches a number of protocols for providing simplified security for a series of low-cost transactions carried out between a client and a server within an on-going client-server relationship. A key establishment protocol is used to generate a shared key which will be used by the client and server for the series of transactions. The client generates the shared key as a function of a client identifier, a server identifier and secret client information, encrypts the shared key using a public key of the server, and sends the encrypted shared key to the server. The server responds by incorporating server information into a response which is encrypted using the shared key and sent to the client. The client decrypts the response, verifies that the server has accepted the shared key, and then sends additional client information, such as a credit card number, to the server, using the shared key for encryption. (Abstract). Notably, Matias et al is silent on the use of licenses for rendering digital content on a device.

As noted above, Bell et al. teaches a system and method for enabling broadcast programs to be copied once only by consumer recorders includes writing a unique media identification on each blank disk to which content is to copied in a read-only area of the disk before it is initially recorded. Notably, Bell et al is also silent on the use of licenses for rendering digital content on a device.

Independent Claims 14, 19, 37 and 42 recite subject matter having elements which include the rendering of digital content via the use of a digital license. Applicants respectfully submit that the Examiner has failed to establish a *prima facie* case of obviousness per 35 U.S.C §103(a) (See MPEP 706.02(j)) because all elements are not present in the references. Applicants note that neither Matias et al. nor Bell et al., either alone or in combination, explicitly teach or suggest the rendering of digital content using a digital license as recited in amended independent Claim 14, independent Claim 19, amended independent Claim 37 and independent Claim 42. Therefore, Matias et al. cannot be combined with Bell et al. to render obvious the invention of Claims 14, 19, 37 or 42.

Applicants respectfully submit that Claims 14, 19, 37 and 42 and their respective dependent claims patentably define over the cited art for at least the reason provided above. Therefore, Applicants respectfully request withdrawal of the 35 U.S.C. §103(a) rejection of Claims 14, 15, 17-20, 22, 23, 37, 38, 40-43, 45 and 46.

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**PATENT**

**Conclusion**

In view of the above remarks, Applicants respectfully request withdrawal of the 35 U.S.C. §103(a) rejections and request reconsideration because the pending claims patentably define over the cited art. Applicants respectfully solicit a Notice of Allowance for all pending claims.

Respectfully Submitted,

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Jerome G. Schaefer  
Registration No. 50,800

Woodcock Washburn LLP  
One Liberty Place - 46th Floor  
Philadelphia PA 19103  
Telephone: (215) 568-3100  
Facsimile: (215) 568-3439